

**JOINT USE COOPERATIVE AGREEMENT BETWEEN THE CITY OF
LOS ANGELES AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE
JOINT USE OF THE LOS ANGELES PUBLIC LIBRARY, HARBOR GATEWAY –
HARBOR CITY BRANCH**

This JOINT USE COOPERATIVE AGREEMENT is made and entered into this 20th day of March, 2003 by the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Library Commissioners hereinafter identified as "CITY," and, the LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, acting by and through its Board of Education, hereinafter identified as "DISTRICT."

WITNESSETH:

WHEREAS, The Los Angeles Public Library, the Library Department of the City of Los Angeles, hereinafter identified as "LIBRARY," provides library services to children, teenagers, and adult throughout the City of Los Angeles through the Central Library, 67 branch libraries, and four bookmobiles; and

WHEREAS, The DISTRICT teaches students K-12 in Los Angeles and surrounding communities through 677 schools including primary centers, elementary schools, middle schools, and high schools; and

WHEREAS, The LIBRARY strives to inform, enrich, and empower every individual in its community by creating and promoting free and easy access to a vast array of ideas and information and by supporting lifelong learning in a welcoming environment; and

WHEREAS, The LIBRARY and the DISTRICT share common goals of literacy and the education of young people; and

WHEREAS, The CITY through the leadership of the Mayor and the City Council created a new Deputy Mayor's unit, a new City Council Committee, the Education and Neighborhoods Committee, and a Joint Use Task Force to enhance and increase the cooperative use of facilities between the CITY and the DISTRICT; and

WHEREAS, The planning of the new Harbor Gateway-Harbor City Branch Library, hereinafter identified as "BRANCH," is the first library project to begin targeting joint use efforts; and

WHEREAS, The LIBRARY engaged in a dialog with the community, the 15th Los Angeles City Council District Office, the Board of Education 7th District, and Nathaniel Narbonne High School, hereinafter identified as "SCHOOL," that led to a proposal for the joint use of a new Harbor Gateway-Harbor City Branch Library by the LIBRARY, the community and the students, faculty, and parents of Nathaniel Narbonne High School; and

WHEREAS, the LIBRARY's planning process included community forums, focus group meetings, school, faculty, and public library surveys which determined the location for the new

Harbor Gateway-Harbor City Branch Library and which identified the joint use of the BRANCH as a homework center by the students of Narbonne High School; and

WHEREAS, the LIBRARY is applying for Proposition 14 funds, the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, hereinafter identified as "ACT," and said ACT gives first funding priority to public libraries that have formal joint cooperative use agreements with public school districts; and

WHEREAS, it would be to the mutual advantage of both CITY and DISTRICT to enter into this Agreement for the joint cooperative use of the BRANCH by the LIBRARY and SCHOOL on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties thereto mutually agree as follows:

1. TERM

The term of this Agreement shall be for a period of twenty (20) years, hereinafter identified as the "TERM" which shall commence on the date of the opening of the new Harbor Gateway-Harbor City Branch Library which will follow the full execution of this Agreement (the "Commencement Date"). The TERM may be extended for five year increments by mutual agreement of the CITY and the DISTRICT for up to twenty (20) additional years.

The terms and conditions of this Agreement shall be reviewed jointly by the Parties every two years to determine that the resources, staffing, and services of the library as homework center continue to meet the needs of the students and the public. The terms and conditions may be modified when necessary by mutual agreement of the CITY and the DISTRICT. Any amendments to this Agreement shall be in writing and executed by both parties.

2. JOINT COOPERATIVE SERVICES: THE LIBRARY AS HOMEWORK CENTER

The LIBRARY and the DISTRICT will work together to provide an enhanced homework environment for the students of the SCHOOL.

A. LIBRARY/CITY OBLIGATIONS

1. The LIBRARY shall provide a site that is close to SCHOOL, at a distance of one block to allow students to easily and safely walk to the BRANCH.

2. The LIBRARY shall provide a 14,500 square foot library with access to the extensive homework resources in the Library's book collection and to a large number of electronic data base reference resources. The collection will include books on auxiliary reading lists provided by the SCHOOL, but will not include textbooks.

3. The LIBRARY shall provide a specially designed reading area for teenagers including study tables and chairs, lounge seating, and multiple computer stations.

4. The LIBRARY shall provide two private, small group study rooms in the BRANCH for independent quiet study, tutoring and small group discussion

5. The LIBRARY shall provide a computer laboratory with 20 computers in the BRANCH that can be used for group instruction and individual tutoring.

6. The LIBRARY shall provide a multi-purpose meeting room in the BRANCH that can be used for special sessions of the SCHOOL Homework Club.

7. The LIBRARY shall provide Reference librarians and other staff who will work with students to use the electronic data bases available on library computers.

8. The LIBRARY shall provide BRANCH staff including a Young Adult Librarian, trained and specialized in work with teenagers, to work with middle and senior high school students, the teen collection, special teen programs, and the faculty and students of the SCHOOL. The Young Adult Librarian will coordinate the after-school homework activities of the BRANCH.

B. SCHOOL/DISTRICT OBLIGATIONS

1. The DISTRICT shall provide an extension of the SCHOOL Homework Club from the school campus to the BRANCH. The Homework Club meets Monday-Friday after school until 5:00 pm in a campus location. The Homework Club will meet at the BRANCH Monday-Thursday, 3:00 pm-8:00 pm, Friday, 3:00 pm-6:00 pm, and Saturday hours as arranged between 10:00 am and 6:00 pm.

2. The DISTRICT shall provide a SCHOOL certificated faculty member who will coordinate the activities of Homework Club.

3. The DISTRICT shall allow that the SCHOOL Service Clubs, under the supervision of certificated faculty members, will provide trained, peer tutors for homework assistance in the Harbor Gateway-Harbor City Branch Library.

4. The DISTRICT shall allow that the SCHOOL Service Clubs under the supervision of certificated faculty will provide computer literacy student trainers to work in the computer laboratory with students from the SCHOOL, students from the elementary and middle schools, and other library patrons.

5. The DISTRICT will provide the SCHOOL and the BRANCH with the same homework specific software and data bases for use by the students.

6. The SCHOOL will provide the branch library with auxiliary reading lists required in classes at the beginning of each semester.

7. The SCHOOL will provide a list of special, class homework assignments that need extensive library resources at the beginning of each semester.

3. IMPROVEMENTS

A. CONSTRUCTION

CITY shall construct a new branch library facility, the Los Angeles Public Library, Harbor Gateway-Harbor City Branch at 24000 Western Avenue, on the corner of 240th Street and Western Avenue, Harbor City, California 90710. The site is one block from Narbonne High School, which is located at 24300 Western Avenue. The library property is 46,000 square feet; the facility will be 14,500 square feet with parking spaces for 53 cars, and bike racks for 20 bicycles. There will be a dual entrance for safe and convenient access to the Library on Western Avenue for students and community people walking to the Library, and on 240th Street off the parking lot for people arriving by automobile. The Library will have special reading areas for adults, children including a storytelling area, and teenagers. It will have a large multipurpose community room that can be used during library hours, but can also be used when the library is closed. The Library will feature a homework center/computer laboratory for large groups and homework study rooms for small groups.

B. FUNDING

The purchase of property and the design of the new Library are funded by General Obligation Bonds issued by the CITY. Proposition DD, the Branch Library Construction Bond issue was approved by 73% of the voters in Los Angeles in November 1998. The CITY is applying for Proposition 14, the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, for the balance of funds needed for the construction of the Library. If Proposition 14 funds are not awarded to the CITY, the LIBRARY will seek other funding sources to complete the project.

C. OWNERSHIP

The City is the fee owner of the real property at 24000 Western Avenue, Harbor City, California. The City will own the Library building, furnishings, equipment, library materials, and all improvements to the property. If the City is successful in obtaining Proposition 14 funds, the Title will be changed to include the interest of the State of California in the property and the Library for forty years as required by the ACT.

4. MAINTENANCE

All maintenance, repair, and custodial services for the property and the facility shall be the responsibility of the CITY.

5. USE: LIBRARY OPERATIONS

A. MANAGEMENT

The LIBRARY shall be responsible for managing the operations, personnel, and services of the Harbor Gateway-Harbor City Branch Library. LAPL will operate the facility as a branch library for a period of no less than forty (40) years.

B. SERVICE HOURS

The BRANCH shall be open the Los Angeles Public Library standard branch service hours. Standard service hours may be changed in accordance with the LIBRARY and CITY policies or budget at the discretion of LIBRARY management. The current standard, extended community branch service hours to the public are six days a week, Monday through Saturday, four nights, 52 hours a week.

Standard Public Hours:

Monday, Wednesday 10:00-8:00
Tuesday, Thursday 12:00-8:00
Friday, Saturday 10:00-6:00

Special Hours for SCHOOL: Teachers and students will have access to the library six days, Monday –Saturday, 60 hours a week by appointment during non-public service hours.

Monday-Thursday 9:00-8:00
Friday 9:00-6:00
Saturday 10:00-6:00

C. STAFFING

1). CITY/LIBRARY OBLIGATIONS

Staff shall be provided by CITY and LIBRARY for the branch and the general supervision of the branch as homework center. The LIBRARY hires personnel for each branch library through the CITY's Personnel process and system. Most positions except part time messenger clerks are Civil Service positions. Position authorities for each branch are authorized by the Board of Library Commissioners and funded in the LIBRARY'S operating budget as appropriated annually by the Mayor and City Council. Staff for the Harbor Gateway-Harbor City Branch Library will be hired, trained, and paid by the Library and will include the standard positions for a community branch, currently 10 full time equivalent employees. Staffing may change in accordance with CITY and LIBRARY policies and budget at the discretion of LIBRARY management.

BRANCH Staff:

(1) Senior Librarian

- (1) Children's Librarian II
- (1.5) Young Adult Librarian II
- (1) Adult Librarian II
- (3.5) Clerk Typist
- (2) Messenger Clerk

The Young Adult librarian(s) will coordinate all activities of the Homework Center. They will work with the faculty members in charge of the SCHOOL Service Clubs, the SCHOOL Technology coordinator, and the coordinators of other partner organizations relating to the computer laboratory and homework center in scheduling students and classes.

2). SCHOOL/DISTRICT OBLIGATIONS

The DISTRICT shall provide faculty advisors for the SCHOOL Service Clubs and the Homework Club to train student tutors and to cooperate with the BRANCH professional staff in scheduling the homework club and other tutoring sessions in the branch library.

The DISTRICT shall provide for an Assistant Principal from the SCHOOL to serve as the primary liaison with the LIBRARY in all cooperative activities between the SCHOOL and the BRANCH.

The DISTRICT shall provide staff for coordination between the SCHOOL Technology Coordinator and the LIBRARY Information Technology and Collections Division.

6. INDEMNIFICATION

Pursuant to the provisions of Sections 895.4 et seq. of the California Government Code, each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to persons or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.

In the event of third-party loss caused by the negligence, wrongful act or omission on more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined.

The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this agreement.

7. DAMAGE AND DESTRUCTION

If through no fault of the parties hereto all or any portion of the Facilities shall be so damaged by earthquake, fire, casualty or other cause of happening as to be substantially destroyed and rendered untenable, than this agreement cease until such time as the Facilities are restored. If the Facilities are not restored within seven (7) years, than this agreement shall terminate.

8. TERMINATION

If the CITY does not receive a Proposition 14 grant pursuant to the ACT, the LIBRARY reserves the right to terminate this agreement upon written notice to the DISTRICT.

9. FIELD ACT APPLICABILITY

The Library shall not be located on school property. At no time will the Harbor Gateway-Harbor City Branch Library as homework center or any part of the library be used for required educational purposes for more than twenty-four (24) students enrolled in Kindergarten through 12th grade at any one time in the facility. On this basis, the Field Act will not apply to the construction of the Harbor Gateway-Harbor City Branch Library.

10. CALIFORNIA EDUCATION CODE

This Agreement incorporates the State of California Education Code section 19999 and section 20440(e)(3)(G) of the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2002 which require the provision of public library direct services for forty (40) years at the Library, beginning on the date the Library opens to the public and ending forty (40) years thereafter.

11. NOTICES

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT: Real Estate and Asset Management Branch
Los Angeles Unified School District
355 South Grand Avenue, 5th Floor
Los Angeles, California 90071
Attn: Scot Graham, Director of Real Estate
Phone: (213) 633-8455, Fax: (213) 633-7301

CITY: Business Manager, Library Department
Los Angeles Public Library
630 W. 5th Street
Los Angeles, California 90071
Attn: Business Manager
Phone: (213) 228-7461

12. ATTORNEYS FEES

In the event either party brings an action or claim for breach of this Agreement against the other party in a court, the prevailing party as determined by such court shall be entitled to recover its reasonable attorney's fees and expenses actually incurred in the pursuit or defense of such claim, as the case may be.

13. COUNTER-PARTS

This Agreement may be executed in any number of counter parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature (s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

14. SEVERABILITY

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. WARRANTIES

A. DISTRICT'S Warranties: As an inducement to the CITY to enter into this Agreement, the DISTRICT represents, warrants and covenants as follows:

- (1) that it is a regularly organized and existing school district under the laws of the State of California;
- (2) that it has the power and authority to carry on its function as a school district, to enter this Agreement (subject to DISTRICT obtaining the approval of the Board of Education and any other required governmental approvals), and to consummate the transaction herein contemplated;
- (3) subject to DISTRICT obtaining the approval of the Board of Education and any other required governmental approvals, that all actions to be taken by or on behalf of the DISTRICT to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement, and
- (4) subject to DISTRICT obtaining the approval of the Board of Education and any other required governmental approvals, that this Agreement is a valid and binding obligation of the DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, in court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

B. CITY'S Warranties: As an inducement to the DISTRICT to enter into this Agreement, the CITY represents, warrants and covenants as follows:

- (1) that it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

(2) that it has the power and authority to carry on its function as a city, to enter into this Agreement, and to consummate the transaction herein contemplated;

(3) that all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

(4) that this Agreement is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth above.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Library Commissioners

By: Lucy McCoy
Lucy McCoy, President

By: Susie D. Frierson
Susie D. Frierson
Executive Assistant/Secretary

LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY By the Board of Education of the City of Los Angeles

By: Scot Graham
SCOT GRAHAM
Director of Real Estate

APPROVED AS TO FORM AND LEGALITY

ROCKARD J. DELGADILLO,
City Attorney

Dated: March 20, 2003

By: Terry Martin Brown
Terry Martin Brown
Assistant City Attorney

APPROVED AS TO FORM AND LEGALITY

L.A. Unified School District

Dated: 3/12/03, 2003

By: [Signature]
Legal Advisor

APPROVED:

CITY RISK MANAGER

By: Victor T. Parker
Victor T. Parker

Date: March 20, 2003